

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

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DIMITRA ANGELAKOS and LIZ-ANN
STAFFORD-ROGERS,

Plaintiffs,

18-cv-2365 (RRM) (PK)

v.

INSTITUTE FOR BUILDING TECHNOLOGY
AND SAFETY, SHYAM CHOUDHARY,
BLAKE RATCLIFF, LINDSAY WEISSBRATTEN,
ARVIND AGARWAL and MARGARITA
ABRAMOV,

Defendants.
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AFFIDAVIT OF LIZ-ANN STAFFORD-ROGERS

STATE OF NEW YORK)
) S.S.:
COUNTY OF KINGS)

I, Liz-Ann Stafford Rogers, being duly sworn, depose and say:

1. I am a Plaintiff in the above-captioned matter.
2. I never entered into a settlement agreement in this matter.
3. When my lawyer presented the \$[REDACTED] “monetary value offer” from IBTS (emailed by Susan Corcoran (“**Corcoran**”) to my lawyer on August 23, 2018), I told my lawyer that such an amount could lead to a settlement.
4. I was aware that no other terms had been discussed besides that dollar value.
5. I was aware that all other terms would need to be negotiated and placed in writing, and if I consented, I would need to sign before I was bound to anything.

6. I viewed my lawyer's acceptance of the "monetary value offer" as a beginning to settlement talks. No other terms had ever been presented to me at that time.

7. I was shocked to learn that Corcoran had been negotiating a deal with me while she had a conflict of interest between Margarita Abramov and her other clients, and that the deal asked me to waive claims against Margarita Abramov and the other individual defendants. The "monetary value offer" had only been from IBTS.

8. I cannot understand how Corcoran is insisting that my entire litigation is settled against all Defendants. I had not even seen a draft of anything – neither a term sheet nor an agreement. I had not agreed to release all of the Defendants.

9. For all of the reasons stated in my attorney's Declaration of September 21, 2018, I find the Proposed Agreement to be outrageous and unacceptable. I have reviewed each of those reasons with my lawyer, and I agree to what she wrote in her Declaration.

10. I did not expect an esteemed law firm like Jackson Lewis to be playing a game of "gotcha" against me. I had expectations of settlement talks that were fair and square.

11. Since the negotiations broke down, I have proceeded with this litigation. I have prepared my discovery for production (but due to the temporary stay, my counsel has not produced it). I also filed a letter to the District Court, seeking to add new claims and a new Defendant. Those additional claims arise from workplace discrimination on the basis of my military status.

12. As an upstanding citizen and a proud member of the United States Navy, I am horrified that Jackson Lewis expects me to affirm numerous falsehoods about what occurred at IBTS when I worked there. These false affirmations in the "Proposed Agreement" are explained in my lawyer's accompanying Declaration.

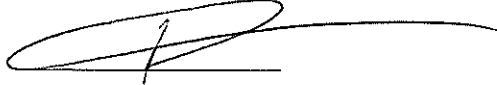
13. I submit the foregoing statements with the utmost respect to the Court.



Liz-Ann Stafford-Rogers

Sworn to before a Notary Public:

On the 22nd day of September, 2018.



RAJENDRA PERSAUD
Notary Public, State of New York
No. 01PE6030502
Qualified in Nassau County
Commission Expires Oct. 30, 2021